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CRUISE OF THE AGAMEMNON.

the upper deck coil came in turn to be used in order to make it easier passing to the main erections of the screw were reduced gradually two revolutions at a time from 30 to 20; while the lower screw was reduced from 30 to 10. At this rate, the vessel going three knots and the three and a half, the operation was continued perfectly regular, the dynamometer indicating 2222 lbs. The suddenly, without any indication or the occurrence of any single incident, could account for it, the cable parted. That this again told the Valorous of this fatal event brought all on board the Agamemnon rushing to the aid of the disabled vessel. The latter had spread like wildfire about the ship. But stood the machinery, silent and motionless, fractured end of the wire hung over the stern swinging loosely to and fro. It seemed almost as if the cable had been cut by a single instantaneous and irredeemable fault alone and of course a variety of ingenious suggestions instantly arose, showing most satisfactorily how the cable might have parted for various reasons, however, the length to which this article has already extended totally precludes our entering; I therefore reserve further comment for two or three days, until the result of the investigation, and the use of the remaining cable on board of both vessels is fully known. Our readers may then depend on having all the facts which have led to these failures placed fully before them. But, perhaps, as for the complete recovery of the last cable, it is not necessary that the very little explanation is required to be made that fault lies when a cable warranted to bear its parts at least 20 cw, during a dead calm even for a few days, has been broken in the middle for its being safely submerged as the expedition often likely to meet with. There was a gloom that night on board the Agamemnon, for first to last the success of the expedition had been hanging by a thread. The cable was cut for it early and late, contending with every danger overcoming every obstacle and disaster that marked each day with an earnestness and devotedness and a fully based on practical experience. Immediately after the cable was cut, a conference was held by those in-charge on board the Agamemnon and as it was shown that they had only exceeded distance from the rendezvous by 14 miles, and that the cable was cut at a distance of 14 miles less than the amount with which the original expedition last year was commenced, it was therefore determined for another chance and return to the rendezvous being made, and on the 1st of July, the engineer, and the captain, in the course of the day, the Agamemnon, guarded the cork bunkers like a dragon, lest if we came to paying out cable again, should be short of steam, and so endanger the expedition. On the 2nd of July, the Agamemnon, the force, the Agamemnon's head went about, and at days at sea she again began beating up against wind for the rendezvous, to try, if possible, to recommence her labours. The following day there was blowing strong from the south-west, with rain, and Thursday, the 4th of July, gave one the most unfavourable opinion of July weather the Atlantic. The wind and sea were both high, and the Agamemnon, in the course of the day, made head, while the atmosphere was really altogether, it was an atmosphere of which a Londoner would have shamed even in November. In the day, a heavy sea got on; the wind was blowing strong from the south-west, with double-reefed topsails, and pitching and rolling. However, the upper deck coil of 2500 being gone, the Agamemnon was as buoyant as a cork in such weather there seemed no chance of laying down the cable. For the day, the cable laying would have gone on wholesale. In order to avoid such a catastrophe, and also to inform the Valorous of our whereabouts, the guns were fired, fog, and the other vessels stationed forwardward. Friday was the ditto of Thursday and Saturday worse than both together; for it was a blew a gale, and there was a very heavy sea on Sunday, the 4th, it cleared, and the Agamemnon, in the course of the day, made head, and on the actual rendezvous, and fell in with the Valorous, which had been there since Friday, the 2nd, but fog must have been even thicker there than elsewhere, for the rendezvous soon herself, much less any else, till Sunday.

During the remainder of that day and Monday when the weather was very clear, both ships over the place of meeting, but it is needless to say that the Valorous, in the course of the day and night the look-out for them was anxious incessant. It is evident then that the Niagara rigidly, but most unfortunately, adhered to the letter of the agreement regarding the miles between the two vessels, and on the 1st of July, the Agamemnon, on Tuesday, the 6th, therefore, a dense fog and winds set in again, it was agreed between the Valorous and Agamemnon to return only on the 1st of July, and on the 1st of July, so thick that the whole American navy might be cruising there unobserved, so the search given up, and at eight o'clock that night the head was turned for Cork, and under all circumstances, as late as possible, the Agamemnon home was made with ease and swiftness, consisting that the wind was light, the trim of the ship, and she only steamed three days, and this morning the Agamemnon met the Valorous in Queen's Harbour, having met with most dangerous and encountered more mishaps than other falls of any ship in a cruise of thirty-three days; course it is yet too soon to say what course of the Agamemnon it was got. For the Valorous, as there is still more cable left than is actually necessary for the undertaking, there seems no need that the Agamemnon and Valorous will immerse fill up again with coal, and leave here with the Valorous, and Saturday, the 1st of July, in these arrangements, however, and the rules may be decided on to guard against future success is almost premature to speak, but in the course of the day, or so our readers may depend on fully informed.

SINGULAR CIRCUMSTANCE.—A correspondent in fact that a person residing in the neighbourhood of Campbelltown had, in April last, a parrot which a great favourite, having been in his keeping for some time, and which he had named, in his words, "Turn out, Joe." This it was accustomed say early each morning. It was kept in a cage of half a tea-chest, one end only being open, and the bird was accustomed to come in and look out apart. He was surprised one morning, when his favourite calling out as usual, and on going to the cage, which was kept in the hut, he discovered the bird had disappeared, and a large black snake, which he had seen in the cage, was coiled round the bars, but could not wriggle its body out, he immediately suspected that the reptile had thrust through the bars with an empty stomach, saved the bird, and by it was so distressed as, prevailed upon, to let it go. For some time, the snake made a fire, and put on the kettle, in order to get something to wash down Polly. When the water boiled, he put the spout of the kettle through the top of the cage, when the reptile seized it in its mouth, and of course, it was indignant with its contents, made it cry bitterly, and soon after died. Upon finding the body the bird was found whole. At week after this, a person in the same neighbourhood was told that a parrot, which he had named, as it did by the leg to the leg of a stool. On getting one morning he missed Meg, but saw the stool right to the stool. Tracing the string into a corner of the hut, he there saw a large black snake coiled with its head under the stool, and on going to it, he endeavoured to escape, but could not, being fast by the cord which circled Meg's leg over the man got a cudgel and soon despatched the snake, and found it to have swallowed Meg, and the snake, and found in its stomach the reptile whole.

SINGULAR CIRCUMSTANCE.—It has now been decided that £30,000,000, guaranteed by the Government, for the purpose of purifying the River. The ordinary mode of making advances through the Exchequer Loan Commissioners will not be adopted; but power will be given to the Government to make advances of £100,000,000 per annum for 40 years, which would yield about £1 per annum. The Government will guarantee the interest to the amount of £3,000,000, at a rate of 4 per cent. The bill will be introduced in the House of Commons on the 1st of July. The bill provides for the completion of the works of 50 years, and the annual sum required is estimated at about £600,000. Various opinions are expressed as to the total sum required to complete the works, and it is thought that the Government will be of such matters, double that amount will be the truth.

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whole train, which is attached to a bell on the locomotive. This communication would be no guarantee against such accidents as that which lately happened; but in many cases it would afford the opportunity of giving timely warning.

As to the position of horse-boxes and luggage-trucks in a passenger train, the Commissioners conclude that no position can be denounced as positively dangerous, but at the same time express their opinion, being convinced that the tail of the train is the best place for them, though it is not the usual place.

The telegraph has not been much used as yet for the purpose of managing the traffic, because the want of instruments has been so great that until quite lately the needs of the inter-colonial telegraph have not been supplied. But with a full supply of apparatus this defect will be remedied, and an additional safeguard against accidents will be furnished. It is almost impossible to work any length of single line without the aid of wire, and in America, where most lines are single, the adaptation of the telegraph to the hourly control of the traffic has been reduced to almost a perfect system.

The Commissioners report that no difficulty has been thrown by the department in the case of the enquiry, because they have found themselves at various points at fault in consequence of the late period at which they entered on their task, and they recommend, therefore, that there should be standing appointment of some person or persons to take cognizance of accidents, so that an examination of the line might take place immediately, and before any repairs have been effected. The recommendation is not inappropriate, though we hope it may be many years before any second such enquiry shall be rendered necessary.

Highly creditable to the management of the railway was the fact that the Commissioners can find so little to suggest for the way of improvement, and so little to condemn for which the existing authorities can be considered responsible.

L. A. W.

SUPREME COURT—SATURDAY.

SITTING AS IN BANK.

CHIEF JUSTICE AND MR. JUSTICE TRYER.

CERIFICATE.

The certificate of discharge granted by the Chief Commissioner to Stephen Trexine, was confirmed by the Court.

COOPER V. PARKINS.
HIGGINSON V. MARBIS.

The rules nisi for compulsory sequestration in the above cases were made absolute by the Court on the motion of Mr. Windeyer.

IN RE J. J. W. ROBERTS.

In the estate of John Walseley Roberts, Mr. Holroyd moved the Court to set aside the Chief Commissioner's certificate, and ordered that such certificate should be suspended for six months, on the ground of his not having kept proper books.

JES. PAXTON ROGERS.

This was an objection to a plan of distribution of the estate of Morris and Moon. Mr. Windeyer appeared in support of the objection, Mr. Cary against it.

Decided from the affidavits, and the facts admitted by counsel, that the objecting creditor was the captain of a ship, and had, as a captain, been held a servant within the Act by a judgment of the Court. In the plan of distribution he had been simply called by the Admiralty Court, and never claimed, therefore, to be ranked as a preferent creditor. It appeared that, in June, 1855, the estate of Morris and Moon was sequestrated. The captain came in at that time, the estate was a *four*, and sequestration. The estate was released from sequestration in December 1855, a composition having been entered into with the creditors. The now plaintiff made no claim on the estate, but a suit was instituted by him in the Admiralty Court, and he lost. In January, 1856, the estate of Morris and Moon was again sequestrated, and the plaintiff put in his claim as a preferent creditor.

It was contended by the plaintiff that the plaintiff was not a servant at the time of sequestration, and that the case of Duke v. Curtis, September, 1846, was cited in support of that point. The Court held that the captain was entitled to rank as a preferent creditor, both according to the *strict* and *equitable* law, and that such certificate as creditor at the time of sequestration, and, as he had not voluntarily left his master's service, his claim as a preferent creditor had never been abandoned.

This was a special case from the Malabar Circuit Court. The prisoners were two aboriginal natives, Roger and Jemmy, who were charged with the murder of a man named Chiemers. The latter had left a public-house in a state of semi-intoxication, taking with him the means of getting still more drunk. At a late hour he returned, dreadfully burned; and, when questioned as to how he received these injuries, he accused first one and then the other of the prisoners of having put him on the fire to rob him of his money. But it turned out that the man had not been, in fact, robbed, and there were no such marks of struggling about the fire as might have been the case if the charge were true. The probabilities seemed to be that Chiemers in a fit of drunken insanity—such as he had before laboured under—had got on to the fire, and had fancied the assault of the blacks. Against Jemmy was pleaded by his counsel, that he had been charged with the murder of Chiemers, as when asked if he put the white man on the fire, he at once denied that he had done so. Roger, when similarly questioned, had said nothing, and the question was whether this silence was such evidence, in the character of an admission of guilt, as warranted the learned Judge who tried the case in sending it to a jury. The jury had persisted in finding both men guilty, although their attention was strongly called by the Judge to the weakness of the evidence. Since then, however, and notwithstanding the verdict, Jemmy had been discharged on the advice of his Honor, upon the ground, it is presumed, that he was the prisoner of having put the white man on the fire, and the other of having put the white man on the fire. The only question then remaining was, whether there was such evidence against Roger, as legally prevented his Honor from withdrawing that charge from the jury.

The Attorney-General admitted that this was not a case in which the verdict ought to be acted upon, but submitted that the silence of Roger, when an accusation of crime was preferred against him, was evidence, and that the silence of Jemmy, who was a scintilla of evidence, at all events, as must prevent the withdrawal of the case from the jury.

Mr. Windeyer urged that the fact of Roger having been charged with the murder of Chiemers, and even this piece of evidence, small as it was, amounted to anything.

Their Honors held that the silence of Roger, when accused, was, in fact, and as a matter of law, evidence, and that the jury to send the case to the jury; but the presumption which might have been raised upon this scintilla of evidence was completely rebutted by the evidence of the other prisoner, who was decidedly in favour of the accused, and the verdict of the jury was wrong. Although, therefore, judgment upon the point reserved must be given for the Crown, a record should be made of the case, and the charges should not never to have been convicted, and should, consequently, be discharged.

SITTINGS OF THE TRIAL OF CAUSES.

Before Mr. Justice Dickinson, and a jury of four.

MONTGOMERY AND ANOTHER V. LORD.

This was an action to recover for work and labour done, and materials provided for the erection of a house at Saint Leonard's.

Mr. Broadhurst, Q.C., and Mr. Butler appeared for the plaintiffs; and Mr. Wise for the defendant.

The evidence was that the plaintiffs had done the work, and claimed a balance now due, of £63. To this the defendant pleaded that he had tendered to plaintiffs a sum of £26, and that the plaintiffs had refused to accept it, and that he had paid into Court the said sum of £26, and beyond that sum he was not indebted.

It appeared that the plaintiffs had agreed to do the work on certain terms, and their father had previously contracted to perform the job for the same price, but had been discontinued in it by defendant, on account of his neglecting it. At the time of plaintiff's under-

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